

Subscription Terms and Conditions

1. About this agreement

1.1 What this agreement is about

This agreement sets out the terms and conditions that apply to your subscription with Business News (BN).

These following terms also apply to your subscription:

- (a) The terms of use for any websites or mobile apps covered by your Subscription;
- (b) our Privacy Policy (<http://www.businessnews.com.au/Privacy-Policy>).

1.2 This agreement is binding

- (a) You warrant that you are of legal age to, and are authorised to, enter into this agreement and be bound by it.
- (b) If you are entering into this agreement on behalf of a company or other legal entity, you warrant that:
 - (1) you have full legal authority to bind that legal entity; and
 - (2) both you and that legal entity will be bound by the terms of this agreement.

1.3 How long this agreement will last

This agreement commences on the Activation Date and continues until:

- (a) you terminate this agreement under clause 1.4; or
- (b) we terminate this agreement under clause 15.1.

1.4 How you can end this agreement

You can terminate this agreement at any time by giving the Subscription Team 30 days written notice.

1.5 To contact the Subscription Team

- (a) To contact the Subscription Team you can:
 - (1) contact us through the BN Website;
 - (2) call us on (08) 9288 2100;
 - (3) email us at subscribe@businessnews.com.au; or
 - (4) write to us at PO Box Z5047, St Georges Terrace WA 6831.
- (b) For more information about our Products or this agreement, and to manage your Subscription, please visit the BN Website.

2. Trial Period

2.1 When this clause applies

This clause 2 applies only when:

- (a) the Subscription Details state that you are entitled to a Trial Period for a Subscribed Product; and
- (b) you have not, before its Activation Date, had a Trial Period for that Product.

2.2 About the Trial Period

- (a) The Trial Period for a Subscribed Product starts on the Activation Date for that Subscribed Product.
- (b) The terms of this agreement apply during the Trial Period, as modified in this clause 2.

2.3 What happens during the Trial Period

- (a) You do not need to pay Fees for using a Subscribed Product during its Trial Period.
- (b) At any time during the Trial Period for a Subscribed Product, you can un-subscribe from that Subscribed Product by notifying the Subscription Team that you no longer wish to subscribe to it. If you do that, then that Subscribed Product will become an Un-Subscribed Product when its Trial Period ends.
- (c) If you do not notify us as described in clause 2.3(b), then at the end of the Trial Period:
 - (1) your Subscription for the Subscribed Product will automatically renew; and
 - (2) this clause 2 will no longer apply to that Subscribed Product.

3. Managing your Subscription

3.1 Automatic renewal of your Subscribed Products

- (a) If you pay us the applicable Fees, we will provide you with the Subscribed Products during the Subscription Term as set out in this agreement.
- (b) We will automatically renew your Subscription for the Subscribed Products every Subscription Period (except as set out in clause 14(c)).

3.2 How you can subscribe to other Products

- (a) During the Term, you can subscribe to other Business News Products by:
 - (1) adding the Product to your Subscription via the BN Website or by contacting the Subscription Team; and
 - (2) paying us the Fees for that Product.
- (b) The Product will become a Subscribed Product from the date that we

confirm in writing our acceptance of your Subscription for that Product or commence supplying you with that Product (whichever occurs first).

3.3 How you can un-subscribe from a Subscribed Product

You can un-subscribe from any Subscribed Product at any time by giving the Subscription Team at least 30 days' notice of your un-subscription. That Subscribed Product will then become an Un-Subscribed Product when the 30 days expires.

- (a) Except as set out in the Australian Consumer Law or clause 8.2, if you unsubscribe from any Subscribed Product, you are not entitled to a refund of any Fees that you have paid, or must pay, in connection with that Subscribed Product.

3.4 Subscriptions are not transferable

Your Subscription is not transferable for any reason. You must not rent, lease, assign, transfer, loan or otherwise distribute your Subscription or any Subscribed Product.

3.5 Gift subscriptions

We may allow Subscriptions to be purchased as a gifts. If we do so, the person responsible for payments and fees is the person who initially purchased the gift Subscription and only that person may receive any refunds or other payments that may be due in respect of the gift Subscription. Apart from that, these terms and conditions will apply to the beneficiary of any gift Subscription, who may therefore use your Subscription only in accordance with these terms and conditions, and all references to "your" and "you" (other than in relation to renewal, payment, fees, refunds and cancellations) shall be read as references to the beneficiary of the gift Subscription.

4. Delivery of Printed Products

4.1 Delivery

- (a) Printed Products can be delivered to an address within our Delivery Area. For information about delivery outside these areas, please contact the Subscription Team. You may have to pay an additional delivery fee for delivery to an address outside our Delivery Area.
- (b) Delivery of Printed Products may take up to 10 Business Days to commence.

4.2 Redirecting delivery

- (a) If your Subscription includes Printed Products, you may have delivery of the Printed Products redirected to a new address within the Delivery Area.
- (b) To redirect delivery, please notify the Subscription Team of the new address, and the duration of the redirection. We need at least 10 Business Days' notice for redirection.

5. Websites access, eEdition and email alerts

5.1 How this clause applies

This clause 5 applies to any:

- (a) eEdition;
- (b) access to Secure Areas of the Websites; and
- (c) email alerts, that form part of any Subscribed Product.

5.2 Your email alerts

- (a) Your email alerts will be emailed to the email addresses that you provide us while completing your Subscription.
- (b) To change the email addresses for receiving email alerts, please contact subscribe@businessnews.com.au or you can update the details yourself when logged on to the website: <https://www.businessnews.com.au/mybn/newsletters>

5.3 Access to Websites and eEdition

- (a) We will provide access to the eEdition and the Websites:
 - (1) if you are an Individual Client, by issuing you a non-transferable (single user) username and password to access the Secure Areas of the Websites; or
 - (2) if you are a Corporate Client, by providing access to the Secure Areas of the Websites via the static IP address advised by you in writing from time to time.
- (b) If we provide you with a username and password:
 - (1) you must keep them confidential, and not disclose them to any person;
 - (2) we may change them at any time during the Subscription Term, and issue you with a new username and password; and
 - (3) you are responsible for all acts and omissions in connection with the Websites, the Subscribed Products and this agreement that are carried out using your username and password as if they were your acts and omissions.
- (c) You agree that we provide access to the Websites in Australia, notwithstanding your location.

5.4 No guaranteed access

- (a) By its nature, the internet is not uninterrupted or error-free, and so there

may be times when the Websites are unavailable or do not work properly due to technical difficulties, or when our email alerts are delayed.

- (b) We cannot guarantee that:
 - (1) the Websites or the eEdition will be available or working correctly at all times; or
 - (2) the email alerts will always be sent out on time.
- (c) We cannot guarantee that the Websites, the eEdition or email alerts will be free from computer viruses or other defect or error which may affect your software or systems. To protect your software and systems we suggest you install and implement your own system protection software.
- (d) You acknowledge that some of our content may not be viewable or accessible outside of Australia.

5.5 Our right to change Products

We reserve the right to modify the content, inclusions, type and availability of the Products at any time. In the event your Subscription changes you will be given 14 days' notice prior to when you would need to make a decision to cancel and not be affected. Your Subscription change will automatically take place from your next Subscription Period. We also reserve the right under special circumstances to enable free access to our Products for a limited period of time. During this time, you will not be eligible for a refund.

6. Acceptable use

6.1 Permitted use of Subscribed Products

You must use the Subscribed Products:

- (a) if you are an Individual Client, for your personal use only; or
- (b) if you are a Corporate Client, for your organisation's internal use only.

6.2 Restrictions on use

You must not:

- (a) use your Subscription for any commercial purpose, including on-selling your Subscription to any third party, or charging a fee for access to any Product
- (b) make any of our Products available to any person (other than a User being your notified Skilled Personnel if you are a Corporate Client), rebroadcast our Products, include them in any collection or make them available for download on or through any website;
- (c) attempt to access any of our Products other than the Subscribed Products. You must take all reasonable steps to prevent unauthorised access to the Subscribed Products or any of our other Products;
- (d) attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of a Product or the Websites;
- (e) copy, reproduce, translate, adapt, publish, create derivative works from, vary, merge or modify any of our Products in any way, including reverse engineering, disassembling or decompiling;
- (f) directly or indirectly introduce, or permit the introduction by any third person of, any virus, worm, trojan or other malicious code into any Website or the eEdition, or in any other manner whatsoever corrupt, degrade or disrupt the operation of any Website or the eEdition;
- (g) allow any third party to do anything inconsistent with this agreement;
- (h) use the Websites or any Product for any unlawful purpose or in any unlawful way;
- (i) remove, obscure or interfere with any proprietary or copyright notices or labels or any serial numbers on any Product, or attempt to do any of those things; or
- (j) share content without express written permission from Business News.

6.3 Submitting content

When you submit content to us in any format, including any text, photographs, graphics, video or audio:

- (a) you grant us a non-exclusive, royalty-free, perpetual licence to publish, transmit or otherwise use that content in our published materials, now and in the future, and to attribute you, using the details you have provided to us, as the author/provider of that content;
- (b) we reserve the right not to use the content you submit;
- (c) you warrant that you have all the necessary rights, including copyright, in the content you contribute, that your content is not defamatory, and that it does not infringe any law; and you indemnify us against any and all legal fees, damages and other expenses that may be incurred by us as a result of a breach of those warranties;
- (d) you waive any moral rights in your contribution for the purposes of its submission to and use by us in accordance with these terms and conditions.

7. Corporate Clients

7.1 How this clause applies

This clause 7 applies to all Corporate Clients.

7.2 Responsibility for Users

- (a) You must ensure that all Users comply with the acceptable use provisions set out in clause 6 as if they were you.
- (b) You acknowledge and agree that you are and will be responsible and liable for the acts and omissions of each User, whether notified Skilled Personnel or not, in connection with the Websites, the Subscribed Products and this agreement if they were your acts and omissions.

7.3 Audit

- (a) We may, up to two times in any 12 month period, conduct (or appoint a third party to conduct) an audit of your use of the Subscribed Products to determine:
 - (1) the number of Skilled Personnel in your organisation; and
 - (2) whether you are complying with all the terms of this agreement.
- (b) We will pay the cost of the audit unless the audit reveals that you have not complied with this agreement. In that case, you must pay the cost of the audit.
- (c) You must provide us, or our appointed auditor, with full access on reasonable notice to all systems, networks, personnel, records and documents that we (or our auditor) reasonably require in order to conduct the audit.
- (d) If, based on an audit conducted under this clause 7.3, we reasonably believe that:
 - (1) the actual number of Skilled Personnel in your organisation exceeds the Skilled Personnel Cap; or
 - (2) you have otherwise breached this agreement, then you must, in addition to your obligations under clause 7.4(b), pay to us the Administration Fee in accordance with clause 8.
- (e) The Administration Fee payable under this clause 7.3 is in addition to and does not derogate from or replace any of our rights under this agreement or at law.
- (f) You acknowledge that the Administration Fee is reasonable and is an accurate and genuine pre-estimate of the damages likely to be suffered by us arising out of your breach of this agreement.
- (g) Paying the Administration Fee does not relieve you of your other obligations under this agreement.

7.4 Skilled Personnel Cap

You must notify us:

- (a) at 1 July in each year of the number of Skilled Personnel in your organisation at that date; and
- (b) promptly during the Subscription Term if the number of Skilled Personnel in your organisation exceeds the Skilled Personnel Cap.
- (c) If, based on an audit under clause 7.3 or your notification under clause 7.4(a), we reasonably believe that the actual number of Skilled Personnel in your organisation exceeds the Skilled Personnel Cap, then:
 - (1) you must pay us the Additional Fees in accordance with clause 8.
 - (2) the Skilled Personnel Cap will increase to accommodate the increased number of Skilled Personnel; and
 - (3) your Subscription Fees for subsequent Subscription Periods will increase accordingly, as set out in the BN Rate Card as at the commencement of each subsequent Subscription Period.

8. Fees and payment

8.1 Fees

- (a) You agree to pay us:
- (b) the Subscription Fees for the Subscription Period for each Subscribed Product, payable in advance;
- (c) if you are a Corporate Client and clause 7.4(b) applies, the Additional Fees for each Subscribed Product; and
- (d) if you are a Corporate Client and clause 7.3(d) applies, the Administration Fee, as set out in this clause 8.

8.2 Refunds

All Subscription Fees are non-refundable, except that a refund of Subscription Fees paid is available:

- (a) where required by law; or
- (b) when a Subscriber serves written notice to us terminating this agreement and requesting a refund at any time within 10 business days of the Activation Date of an annual Subscription.

8.3 Acceptance of Terms

Payment of Subscription Fees is full acceptance of these terms and conditions and enters you into a binding agreement.

8.4 Fees – payment by credit card

- (a) Unless clause 8.5 applies to you, you agree to pay:
 - (1) the Subscription Fees for each Subscribed Product during the Subscription Term;
 - (2) if you are a Corporate Client and clause 7.4 applies, Additional Fees; and
 - (3) if you are a Corporate Client and clause 7.3(d) applies, the Administration Fee, and that we may charge your credit card for those Subscription Fees, Additional Fees and Administration Fee (as applicable) at the times set out in this clause 8.4.
- (b) You are responsible for timely payment of the Subscription Fees, Additional Fees and Administration Fee (as applicable) and for providing us with a valid credit card for payment of those Fees. You must advise us promptly of any changes to your credit card details during the Subscription Term.
- (c) We will charge your credit card in advance for the Subscription Fees for each Subscribed Product:
 - (1) on or after the Activation Date when your Subscription for that

Subscribed Product first starts; and

(2) after that, at the start of each Subscription Period during the Subscription Term.

- (d) If you are a Corporate Client and clause 7.4 applies, we will charge your credit card for Additional Fees at any time after we become aware that such Additional Fees are payable.
- (e) If you are a Corporate Client and clause 7.3(d) applies, we will charge your credit card for the Administration Fee at any time after we conduct the relevant audit.
- (f) We may also charge your credit card with an additional 1% credit card processing surcharge.

8.5 Fees – if you have a credit account with us

- (a) This clause 8.5 applies only if you are a Corporate Client, you have a credit account with us and you choose not to pay the Fees under clause 8.4.
- (b) We will invoice you in advance for the Subscription Fees for each Subscription Period:
 - (1) on or after the Activation Date when your Subscription for that Subscribed Product first starts; and
 - (2) after that, at the start of each Subscription Period during the Subscription Term.
- (c) If clause 7.4 applies, we will invoice you for the Additional Fees at any time after we become aware that such Additional Fees are payable.
- (d) If clause 7.3(d) applies, we will invoice you for the Administration Fee at any time after we conduct the relevant audit.
- (e) If you fail to pay any Fees invoiced under this clause 8.5 when those Fees are due we may charge you interest on those overdue Fees at the Overdue Rate. Interest will accrue on a daily basis from the due date for payment until, but excluding, the date on which those Fees are actually paid by you.
- (f) If you fail to pay any Fees invoiced under this clause 8.5 we may, in addition to any of our other rights under this agreement, including our rights under clause 8.4(e), charge you an account keeping fee of \$20 per month for each month, or part thereof, that overdue Fees remain unpaid. You agree that the amount of the account keeping fee is reasonable.

8.6 Payment on invoices

- (a) You must pay each invoice that we issue under this clause 8 within 10 business days after the date of the invoice.
- (b) To the maximum extent that the law allows, all payments that you make to us must be made without any set-off or counterclaim, deduction or withholding for or on account of any tax, duty or other like deduction (other than any withholding or deduction required by law).

8.7 Increase in fees

- (a) The Fees for each of your Subscribed Products are fixed for the first Subscription Period of the Subscription Term.
- (b) After that, we may, with effect from the start of each subsequent Subscription Period, increase the Fees for that Subscribed Product at our discretion. We will notify you of any such increase at least 45 days before the start of the Subscription Period to which the increase relates.

8.8 GST

- (a) Unless we state otherwise, all prices exclude GST.
- (b) The supplier must issue a Tax Invoice to the recipient of a taxable supply made under this agreement no later than 7 days following payment of the GST inclusive consideration for that supply.
- (c) If either party is entitled under this agreement to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified, or by its representative member.

9. Ownership of intellectual property rights

You agree that all rights, title and interest (including all intellectual property rights) in the Products and the Websites are owned or licensed by us. The only right that you have in respect of the Products and the Websites is the right to use the Subscribed Products in accordance with this agreement.

10. Confidentiality

These terms and conditions and any information that we exchange under them (other than Subscribed Products) are confidential. You must not disclose them except:

- (a) to your officers, employees or agents to the extent necessary to perform, enforce or advise upon your Subscription;
- (b) to the extent required by law or applicable stock exchange rules;
- (c) to the extent strictly required in connection with legal proceedings or a dispute resolution procedure relating to these terms and conditions; or
- (d) if the information is generally and publicly available otherwise than as a result of a breach of this agreement or another obligations of confidentiality.

11. Privacy

We may collect some of your personal details, and some of the personal details of Users, and use them to fulfil your Subscription. Unless you notify us otherwise, we may also use those personal details to communicate with you about renewing your Subscription and to notify you of any associated offers or benefits or future Subscriptions. Our Privacy Policy sets out more information about how we handle personal information.

12. Accuracy of your information

You are responsible for ensuring that all information you provide to us is accurate and up to date. If there are any errors in your contact information or other details, we are not liable for the consequences that may arise as a result of such errors or incorrect information, including sending any Subscribed Product to the incorrect address you tell us. To change or update your contact details or other information, please contact the Subscription Team.

13. Our liability

13.1 Accuracy, completeness, and availability of our content

We make no warranty or representation as to the accuracy or completeness of the information or other content contained in our Products. The content is provided to you "as is" and on an "as available" basis and on the condition that you undertake all responsibility for assessing the accuracy and completeness of the content and rely on it at your own risk. All content which you access through the Products may be changed at our sole discretion and without notice.

13.2 Financial advice

The information contained in our Products does not constitute financial advice nor is it a substitute for financial advice. We do not purport to provide financial services, and recommend the use of independent financial advisors before making any investment decisions.

13.3 Exclusions

- (a) To the extent that you acquire goods or services from us as a consumer within the meaning of the Australian Consumer Law, you may have certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted or modified by agreement.
- (b) Nothing in this clause 13 operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:
 - (1) contravene that statute; or
 - (2) cause any term of this agreement to be void, (Non-excludable obligation).
- (c) Except in relation to Non-excludable obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute are expressly excluded under this agreement.
- (d) Except in relation to Non-excludable obligations, our liability to you arising directly or indirectly in connection with this agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited as follows:
 - (1) we are not liable for any indirect or consequential losses or any loss of revenue, loss of profit, loss of business opportunity, economic loss, loss of data or systems, loss of use, or payment of liquidated sums, penalties or damages under any agreement sustained by you or any other person arising from or in connection with this agreement; and
 - (2) our total aggregate liability under or in any way connected with this agreement is limited to the amounts paid by you to us under this agreement in the 12 months immediately preceding the date on which the claim arose.
- (e) In relation to Non-excludable obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which our liability is not limited under this agreement), our liability to you for a failure to comply with any Non-excludable obligation is limited to:
 - (1) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - (2) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

14. Suspension or cancellation of Subscription

- (a) We may limit, suspend or cancel your access to (or delivery of) Subscribed Products or to the Websites without notice to you if:
 - (1) you fail to pay Fees in accordance with this agreement, and fail to remedy that failure within 10 Business Days after the date of a notice from us specifying the amount overdue;
 - (2) the access or use of a Subscribed Product or a Website by the Subscriber or a User is or becomes unlawful, or contrary to any applicable industry code; or
 - (3) we reasonably believe that, in the course of using a Website or a Subscribed Product, you have breached a person's rights (including intellectual property rights) or any law.
- (b) If you are a Corporate Client, we may limit, suspend or cancel your access to Subscribed Products or to any Website without notice to you if:
 - (1) any User fails to comply with the acceptable use provisions set out in clause 6; or
 - (2) we reasonably believe that, in the course of using a Subscribed Product or any Website, any User has breached a person's rights (including any intellectual property rights) or any law.
- (c) We may cancel your Subscription to a Subscribed Product at the end of any Subscription Period by giving you written notice of cancellation.

15. Termination of agreement

15.1 Termination

We may terminate this agreement immediately by notice in writing if you:

- (a) breach any term of this agreement that is not capable of remedy;
- (b) are no longer subscribed to any Subscribed Product;
- (c) breach any term of this agreement that is capable of remedy and you fail to **rectify that breach within 10 Business Days of receiving a notice from us** requiring you to do so; or
- (d) become an externally administered body corporate (as that term is defined in the Corporations Act 2001(Cth)) or are otherwise unable to pay your debts as and when they fall due for payment.

15.2 Effect of termination

- (a) Termination of this agreement will automatically result in the termination of all then current Subscription Terms.
- (b) On the expiry or termination of this agreement, you must immediately stop using the Subscribed Products and you must ensure that your Users also do so.
- (c) Upon termination of this agreement, you will not be entitled to receive any refund of any part of any Subscription Fees or other Fees paid by you under this agreement, except in relation to Non-excludable obligations, or as set out in clause 8.2.
- (d) Clauses 7.2(b), 9, 10, 11, 13 and this clause 15.2 will survive the expiry or termination of this agreement for any reason.

16. General

- (a) This agreement is made up of the Subscription Details and these terms and conditions.
- (b) The law that applies to this agreement and to disputes arising from or in connection with it or the Websites is the law of Western Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.
- (c) If any provision of these terms and conditions is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

This does not apply where enforcement of the modified provision would materially affect the nature or effect of the parties' obligations under these terms and conditions.
- (d) You may not assign your rights under this agreement, or attempt to do so, without our prior written consent (which we may give or withhold at our absolute discretion).
- (e) These terms and conditions cannot be changed except in writing signed by us.
- (f) Neither party is liable for any failure to perform or delay in performing its obligations under this agreement if that failure or delay is due to anything beyond that party's control. This clause does not apply to any obligation to pay money.
- (g) Specifying anything in this agreement after the words 'include' or 'for example' or similar expressions does not limit what else is included.

17. Definitions

In these terms and conditions:

Term - Meaning

Activation Date - the date that we notify you in writing that we have accepted your Subscription or we first provide you with a Subscribed Product, whichever occurs first.

Additional Fees - the fees payable in respect of the number of Skilled Personnel in your organisation who exceed the Skilled Personnel Cap. The amount of these fees will be the fees that are set out in the BN Rate Card on the date that we invoice you for them.

Administration Fee - in relation to an audit conducted in any Subscription Period, an amount equivalent to 20% of the Fees (excluding Administration Fees) payable by you during the 12 months ending at the end of that Subscription Period.

Australian Consumer Law - Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the Fair-Trading Act 2010 (WA).

BN Rate Card - the list of standard prices we maintain for our Products and subscription options, as amended from time to time.

BN Website - The website we own and operate under the domain name www.businessnews.com.au.

Business Day - a day on which banks are open for business in Perth, Western Australia excluding a Saturday, Sunday or public holiday.

Corporate Client - if you are entering into this agreement on behalf of a partnership or a company or other legal entity, that partnership or company or other legal entity.

Delivery Area - the geographical area or areas within Western Australia within which Printed Products will be delivered, as specified on the Websites from time to time.

eEdition - the digital edition of Business News, as described in more detail on the BN Website.

Fees - the fees set out in clause 8.1, as amended from time to time pursuant to clause 8.7.

GST - the tax payable on taxable supplies under the GST Law.

GST Law - has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes any related Act imposing such tax, and includes any subordinated legislation in respect of those Acts to the extent not otherwise including in that meaning.

Individual Client - you, if you are a natural person entering into this agreement on your own behalf, and not on behalf of a company or other legal entity.

Non-Excludable Obligation - is defined in clause 13(b).

Overdue Rate - the business overdraft rate specified by our bank of the time, plus 3% pa.

Printed Product - any hard copy product forming part of a Subscribed Product, as described on the BN Website.

Product - a product (as amended from time to time) that we make available for subscription (whether alone or together with other products), that is more fully described on the BN Website, and that is subject to the limitations set out in this agreement. Without limitation: the access to (via any device, including but not limited via a web browser or app), or delivery of; and the information and other content contained within, each of the following is a Product: the Secure Areas, including but not limited to all news articles; the fortnightly hardcopy publication; Data & Insights (formerly known as BNIQ); MyBN; daily business e-mails; Annual Book of Lists; any special reports and features, podcasts.

Secure Areas - any area of a Website which we do not make accessible to the general public, and which we make accessible only to those with a Subscription or other registration, or

Skilled Personnel - if you are a Corporate Client, any:

- (1) employee of your organisation; or
- (2) independent contractor engaged by your organisation whose terms of engagement are similar in nature to those of your employees, who performs professional, managerial or administrative work.

Skilled Personnel Cap - if you are a Corporate Client, the Skilled Personnel cap set out in the Subscription Details, as amended from time to time in accordance with clause 7.4(b).

Subscribed Product - a Product to which you have made a Subscription during the Term, unless:

- (1) you have un-subscribed from the Product under clause 2.3(b) or 3.3; or
- (2) we have cancelled your Subscription to the Product under clause 14.
- (3) The Subscribed Products at the Activation Date are set out in the Subscription Details.

Subscription - the subscription to one or more Products that you make during the Term through the BN Website or by contacting the Subscription Team that we have accepted by notifying you in writing of our acceptance or by supplying you with the relevant Product.

Subscription Details - if your Subscription is effected by the BN Website, the Subscription details you

- (1) enter in the course of applying for that Subscription and that we accept; or
- (2) if your Subscription is affected in any other manner, the document that sets out details of your Subscription and which we provide to you on or around the Activation Date.

Subscription Fees - in respect of a Subscribed Product, the fees for subscribing to that Product, as set out in the BN Rate Card at the Activation Date, and as amended from time to time under clause 8.7.

Subscription Period - in respect of a Subscribed Product, the time period applicable to the Subscription (either 1 month, 6 months or 12 months) commencing:

- (1) if you are eligible for a Trial Period for that Subscribed Product, upon expiry of the Trial Period;
- (2) if you are not eligible for a Trial Period for that Subscribed Product, on the
- (3) Activation Date for that Subscribed Product; or if your Subscription includes more than one Subscribed Product, on the commencement date nominated by us from time to time, and thereafter on each (1 month, 6 month or 12 month) anniversary of that date, as applicable, being the same time period applicable to the Subscription.

Subscription Team - the Business News Subscription Team.

Subscription Term - the duration of a Subscription to a Subscribed Product, which starts on the Activation Date and ends:

- (1) when that Subscription becomes an Unsubscribed Product; or
- (2) if that Subscription does not become an Unsubscribed Product during the Term, then on termination of this agreement.

Tax Invoice - any document accepted by the Commissioner of Taxation as a tax invoice.

Term - is the duration of this agreement as described in clause 1.3.

Trial Period - in respect of a Subscribed Product, the period of time described on the BN Website as the trial period for that Subscribed Product.

Un-subscribed Product - a Product to which you are no longer subscribed because you have unsubscribed to it under clause 2.3(b) or 3.3, or we have cancelled your Subscription to it under clause 14.

User - any officer, employee, contactor or agent of your legal entity or any other person or entity who you have permitted to use your Subscribed Product.

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- You, Your** - 1. the person listed as the 'Subscriber' in the Subscription Details; and
2. if the 'Subscriber' in the Subscription Details is a partnership or company or other legal entity, includes the individual who enters into this agreement on behalf of the partnership or company or other legal entity (as the case may be).